

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HONOLULU, HAWAII**

FORMS

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Director of Transportation
Aliiimoku Hale
869 Punchbowl Street
Honolulu, Hawaii 96813

Dear Sir:

The undersigned, as bidder, declares that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the job site and that he has studied the proposed scope of work contemplated.

The undersigned agrees that if this proposal is accepted, he shall execute a contract with the State of Hawaii, similar to a copy of the same annexed to the General Provisions, to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that he shall accept in full payment therefor the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished.

The undersigned understands that the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids; that the State of Hawaii does not, expressly or by implication, warrant or otherwise represent that the actual amount of work will correspond therewith.

The undersigned further declares that in case of discrepancy between the unit prices and the totals in the attached proposal schedule, the unit prices shall prevail.

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Aliiimoku Hale
869 Punchbowl Street
Honolulu, Hawaii 96813

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The undersigned agrees that if this proposal is accepted, he shall execute a contract with the State of Hawaii, similar to a copy of the same annexed to the General Provisions, to provide all necessary labor, machinery, tools, equipment, apparatus and any other means of construction, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that he shall accept in full payment therefor the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished.

The undersigned understands that the quantities given in the attached proposal schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids; that the State of Hawaii does not, expressly or by implication, warrant or otherwise represent that the actual amount of work will correspond therewith.

The undersigned further declares that in case of discrepancy between the unit prices and the totals in the attached proposal schedule, the unit prices shall prevail.

Exhibit A

The undersigned further proposes to execute the contract agreement and to furnish satisfactory security pursuant to Sections 103-34 to 103-36, inclusive, Hawaii Revised Statutes, within ten (10) days after the award of the contract or within such further time as the Director of Transportation may allow after the undersigned has received the contract documents for execution.

The undersigned agrees that he shall begin the work within fifteen (15) calendar days from the date he is notified to commence with the work which date is indicated in the notice to proceed and shall finish the entire project within the time prescribed.

The undersigned further agrees that the Director of Transportation may reject any or all bids and waive any defects when in his opinion such rejection or waiver will be for the best interest of the public.

The undersigned further acknowledges receipt and warrants a complete examination of the following listed items: notice to bidders, instructions to bidders, special provisions, if any, specifications, proposal, contract and bond forms, and the project plans.

The undersigned further agrees that if this proposal is accepted and the contract awarded, he shall, prior to payment of the final estimate, execute a non-gratuity affidavit form similar to a copy of the same annexed to the General Provisions.

Accompanying this proposal is

- bidder's bond
- cash
- cashier's check
- certified check



Check Whichever
is Applicable

in the amount of _____

_____ DOLLARS (\$ _____), pursuant to

Sections 103-28, 103-30 and 103-31, Hawaii Revised Statutes.

The undersigned acknowledges receipt of any addendum issued by recording in the space below the date of receipt.

Addendum No. 1 _____ Addendum No. 3 _____
Addendum No. 2 _____ Addendum No. 4 _____

In compliance with the provisions of Section 103-29, Hawaii Revised Statutes, the undersigned hereby submits the name of each person or firm to be engaged on the project as joint contractor or subcontractor and indicates the nature and scope of the work to be performed by said joint contractor or subcontractor. The undersigned understands that if his proposal does not comply with this requirement it shall be rejected.

Name of Subcontractor	Nature and Scope of Work
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____

Name of Joint Contractor	Nature and Scope of Work
1. _____	_____
2. _____	_____
3. _____	_____

("None" indicates no Subcontractor or Joint Contractor.)

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

Name of Corporation, Partnership or Individual

Signature and Title of Signer (Corporate Seal)

NOTE:

If bidder is a **CORPORATION**, the legal name of the corporation shall be set forth above together with the signature(s) of the officer(s) authorized to sign contracts on behalf of the corporation. The word "By" should be placed before the signature(s) and the title of each signer placed after his signature. Please attach to this page evidence of the authority of the officer(s) to sign on behalf of the corporation.

If bidder is a **PARTNERSHIP**, the true name of the firm shall be set forth above together with the signature(s) of the partner(s) authorized to sign contracts on behalf of the partnership. Please attach to this page evidence of the authority of the partner(s) to sign on behalf of the partnership.

If bidder is an **INDIVIDUAL**, his signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a member of a partnership, a **POWER OF ATTORNEY** must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid may be rejected as irregular and unauthorized.

Business address _____

Business telephone _____

Dated _____, 19_____.

DECLARATION OF STATE EMPLOYMENT

In compliance with Section 84-15, Hawaii Revised Statutes, individuals or business entities entering or proposing to enter into a contract with the Department of Transportation, State of Hawaii, must fill in the appropriate Form A or Form B below before entering into such contract. Place X in applicable shown on form to be used.

.....

FORM A—DECLARATION FOR INDIVIDUALS ON STATE CONTRACT

SUBJECT: _____

1. I declare that I am am not a legislator, elected or appointed officer, compensated or uncompensated, member of a board or commission, or other employee of the State of Hawaii.

2. I declare that I have not participated in a State capacity in the past two years in the subject matter of this contract.

Date

Signature of Individual

.....

FORM B—DECLARATION FOR BUSINESS ENTITIES ON STATE CONTRACT

SUBJECT: _____

1. I declare that this firm is is not owned or controlled by any legislator, elected or appointed officer, compensated or uncompensated, member of a State board or commission, or other employee of the State of Hawaii.

2. I further declare that we have not been assisted or represented on this matter by an individual who has, in a State capacity, been involved in the subject matter of this contract in the past two years.

Name of Firm

Date

Signature and Title of Officer
of Corporation or Business Entity

Exhibit B

C O N T R A C T

THIS AGREEMENT, made this _____ day of _____, 19_____, by and between the STATE OF HAWAII, by its Director of Transportation, hereinafter referred to as "STATE," and _____ whose business and/or post office address is _____ hereinafter referred to as "CONTRACTOR":

WITNESSETH: That for and in consideration of the payments hereinafter mentioned, the CONTRACTOR hereby covenants and agrees with the STATE to complete in place, furnish and pay for all labor and materials necessary for

or such a part thereof as shall be required by the STATE, the total amount of which labor, material and construction shall be computed at the unit and/or lump sum price set forth in the attached proposal schedule and shall be the sum of _____

_____ DOLLARS (\$) _____) as follows:

Exhibit C

which sum shall be provided from the following fund(s):

all in accordance with the specifications, the special provisions, if any, the notice to bidders, the instructions to bidders, the proposal and plans for _____, on file in the office of the Director of Transportation. These documents, together with alterations, amendments, and additions thereto and deductions therefrom, are attached hereto or incorporated herein by reference and made a part of this contract.

The CONTRACTOR hereby covenants and agrees to complete such construction within _____ (_____) working days from the date indicated in the notice to proceed from the STATE subject, however, to such extensions as may be provided for under the specifications.

For and in consideration of the covenants, undertakings and agreements of the CONTRACTOR herein set forth and upon the full and faithful performance thereof by the CONTRACTOR, the STATE hereby agrees to pay the CONTRACTOR the sum of _____

DOLLARS (\$ _____) in lawful money, but not more than such part of the same as is actually earned according to the STATE'S determination of the actual quantities of work performed and materials furnished by the CONTRACTOR at the unit or lump sum prices set forth in the attached proposal schedule. Such payment, including any extras, shall be made, subject to such additions or deductions hereto or hereafter made in the manner at the time prescribed in the specifications and this contract. In any event, extras shall not exceed _____

_____ DOLLARS (\$ _____) in lawful money and shall be provided from the following fund(s):

Where Federal funds are involved, it is covenanted and agreed by and between the parties hereto that the sums of

shall be paid out of the applicable Federal funds, and that this contract shall be construed to be an agreement to pay said sums to the Contractor only out of the aforesaid Federal funds if and when such Federal funds shall be received from the Federal Government, and that this contract shall not be construed to be a general agreement to pay said portions at all events out of any funds other than those which may be so received from the Federal Government; provided, that if the Federal share of the cost of the project is not immediately forthcoming from the Federal Government, the STATE may advance the CONTRACTOR the anticipated Federal reimbursement of the cost of the completed portions of the work from funds which have been appropriated by the STATE for its pro rata share.

The CONTRACTOR further agrees to execute the attached non-gratuity affidavit form prior to payment of the final estimate by the STATE.

All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. The use of any gender shall extend to and include all genders.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

STATE OF HAWAII

By _____
Director of Transportation

By _____

By _____

APPROVED AS TO FORM

Deputy Attorney General

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, and _____

as Surety, are held and firmly bound unto the State of Hawaii, its successors or assigns, in the full and just sum of _____

DOLLARS (\$) _____) in lawful money of the United States of America, for the payment of which to the State of Hawaii, its successors or assigns well and truly to be made, we do hereby bind ourselves and our respective heirs, executors or administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal shall fully and faithfully perform and fulfill that certain contract dated _____, entered into by said Principal with the State of Hawaii for the furnishing and paying for _____

conforming in all respects to the stipulations, agreements, covenants and conditions of said contract as it now exists or may be modified according to its terms, and shall promptly pay all just claims for labor and materials used in the prosecution of the work provided for in the aforesaid contract, and shall deliver said work to the State of Hawaii, or to its successors or assigns, fully completed as specified and free from all liens and claims and without further cost, expense or charge to the State of Hawaii, its successors or assigns, and shall save and hold harmless the State of Hawaii, its officers, agents, successors or assigns from all suits or actions of every nature and kind which may be brought for or on account of any injury or damage, direct or indirect, arising or growing out of the doing of said work or the repair or maintenance thereof, then this obligation shall be void; otherwise, it shall be and remain in full force and effect.

AND IT IS HEREBY STIPULATED AND AGREED:

1) that no change, extension, alteration, deduction or addition, permitted by said contract, in or to the terms of said contract, including the plans or specifications pertaining thereto, shall in any way affect the obligation of said Surety on this bond; and that said Surety does hereby waive notice of any such change, extension, alteration, deduction or addition in or to the terms of said contract or the plans or specifications pertaining thereto or in or to said work.

2) that suit on this bond may be brought before a court of competent jurisdiction without a jury, and that the sum or sums specified in said contract as liquidated damages shall be considered as, and held to be, fixed and liquidated damages which shall be forfeited to the State of Hawaii, its successors or assigns, in the event of a breach of any, or all, or any part of, the stipulations, agreements, covenants or conditions contained in said contract or in this bond, in accordance with the terms thereof.

3) that this bond shall inure to the benefit of any and all persons entitled to file claims for labor performed or materials furnished in said work so as to give any and all such persons a right of action as contemplated in Section 507-17, Hawaii Revised Statutes.

WITNESS our hands and seals at _____,

State of _____, this _____ day of _____,

A.D. 19

PRINCIPAL:

By _____
Its

By _____
Its

SURETY

By _____
Its

By _____
Its

APPROVED AS TO FORM

Deputy Attorney General

